



MERCHANDISE VENDOR CONTRACT
Blackbeard Pirate Festival 2015
May 30 & 31
Saturday: 10am-10pm
Sunday: 12pm-6pm

With the City of Hampton, Virginia, By and through its Department of Parks & Recreation
(Please print or type)

This contract is made and entered into by and between the City of Hampton, Virginia, a municipal corporation of the Commonwealth of Virginia and the vendor indicated below:

Business Name _____
(Use Legal Name of business)

Contact Person _____

Address _____

City _____ State _____ Zip _____

Day Phone _____ Cell Phone _____

Email: _____

Participated in Blackbeard Festival before: (Y) (N)

Size of Tent: _____
(You must provide your own tent)

I will **only have a table** display – no tent: (Y)
(You must provide your own table and chairs)

Vendor shall provide merchandise items for purchase at the designated event as described in "Merchandise & Prices", in accordance with the terms and provisions of this contract. In consideration of these mutual promises and covenants, vendor agrees to pay the City a vendor fee as designated in "Vendor Invoice" and City agrees to permit vendor to utilize designated space during the events as provided below.

This contract shall commence for two (2) days only on Saturday May 30 & Sunday May 31, 2015

MERCHANDISE & PRICES

General Description of Merchandise and price range

If you sell a food product and do samplings at your tent you must have a health permit, certificate of insurance and an endorsement naming City of Hampton as additionally insured

EQUIPMENT AND ELECTRICAL NEEDS

\$25 fee for space up to 15ft, \$50 for 16'+ (Mandatory)

(Specific amps, number of outlets, 110V, 120V, etc., and all equipment using electricity)

RULES & REGULATIONS

Sales Tax

You need to contact the state to get your state forms. State sales tax is 6% in the city of Hampton. To receive your state tax form (which is due by the 20th of the following month) Please call: 804-367-8037.

Booth Information

If you are a new vendor with the event/festival, you must submit a picture of your booth with the application. Vendor must maintain the booth and surrounding area in a neat and professional appearance. Vendor is required to mark with bright colors any wires/ropes extending from their area. Vendor is required to have their area accessible or to make appropriate accommodations for patrons with disabilities. Acceptable structures are frame tents, wooden stands with tops and counters, or push carts. All vendor generators must be pre-approved by the City of Hampton. Hampton Parks & Recreation **does not** provide any tents, tables, or chairs.

Trash & Water Access

Vendor is responsible for trash removal. **If electricity and/or water are required, each vendor must provide his/her own outdoor use extension cords and food grade water hoses.** Dumpsters are available on-site.

Inclement Weather

In the event that there are any questions regarding weather you may contact 311 in Hampton or 757-727-8311 outside Hampton. Our first call will be made to the 311 Call Center and then

to each vendor to the phone number provided above. If you have any questions you may contact Cyndi Masterstaff at 757-592-3106 or Joanne Ross at 757-592-1116.

Prohibited Item

- Consumption or possession of alcohol or controlled substances in Park.
- Dirty or unkempt booth or employees including any health department violations.
- Language or behavior that is not appropriate for the family-oriented event.
- Other violation of the Rules and Regulations provided.
- No items that can be classified as a weapon.
- No pets (outside of service animals) are permitted within the festival area.

Non-Assignment

Vendor shall not assign its rights and duties under this contract without the prior written consent of the City.

Compliance with Laws

Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of its work. Vendor represents that it possesses all necessary license and permits required to conduct its business and will acquire any additional license and permits necessary for performance of this contract prior to the initiation of work. Vendor shall at all times observe all safety measures necessary.

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

All aisles and roadways shall be unobstructed during and after the event. All tents shall have a minimum of a 2A 10-B.C, portable fire extinguishers. All tents shall be anchored to withstand the elements of weather and collapse. Combustible materials (hay straw, shavings, mulch, etc.) shall not be located in any tent. All fire extinguishers must be in a location, which is accessible and visible to all occupants of the tent for immediate use.

Termination with Cause

In the event that Vendor shall for any reason or through any cause be in default of the terms of this contract, the City may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth above. Vendor shall have ten days from the date such notice is mailed to cure the default. Upon Vendor's failure to cure the default, the City may immediately cancel and terminate this contract as of the mailing date of the default notice.

Modification

There may be no modification of this contract, except in writing, executed by the authorized representatives of the City and Vendor.

FAITH-BASED NON DISCRIMINATION

THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH-BASED ORGANIZATIONS.

Hold Harmless

It is understood and agreed that the Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connections with this Contract or the performance or failure to perform any work required by this Contract. Contractor agrees to indemnify and hold harmless the City and its agents, volunteers, servants, employees and officials from and against any and all claims, losses or expenses, including reasonable attorney's fees and suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the work by Contractor or those for whom Contractor is legally liable. Upon written demand by the City, Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the City, its agents, volunteers, servants, employees or officials.

My representatives and I agree to hold harmless the City of Hampton, its directors, agents, employees and volunteers from any and all liability from injury, property damage or loss, which may arise in connection with my participation.

**If you have questions about this application
please call Joanne at
757-727-6387 or email jross@hampton.gov**

**Application is due by April 27, 2015.
Entries after this date
only as space and need allow
and will be subject to a \$75 late fee**

Merchandise Vendor Contract

I certify that the information I provide is true and correct and that I understand the rules and general information provided in this contract.

Further, I certify that representatives of my organization will abide by said rules and regulations.

I understand that once I have been accepted; there will be no refund of my vendor fee. If I am not accepted as a vendor my fee payment will be returned to me.

I understand that I am responsible for properly parking my vehicle(s) and trailer unit during the event.

I understand that I must abide by the rules set forth regarding electrical and water usage and disposal of trash and that if I do not, fines will be assessed accordingly.

I understand that failure to adhere to these rules and regulations will result in the termination of my participation in future events.

I understand that if the event is cancelled because of inclement or hazardous weather, no refund will be issued after acceptance and no credit will be given toward future events.

As evidence of their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures below.

Signature of Vendor's Representative

Print Name and Title

Date

Signature of Director of Parks & Recreation

Print Name

Date



VENDOR INVOICE

Please remit the following fee by check or money order payable to the **City of Hampton**. Your vendor application & fee are due no later than April 27, 2015. **Late vendor fees run the risk of not being admitted to festival.**

Fees: \$300 for a 10x10 space or 8x12 (this includes electricity)

\$400 for 10x15 or 15x15 (this includes electricity)

\$500 for any space over 15 (this includes electricity)

\$_____ Vendor Fee

Please send check or money order to the address below. MasterCard, Visa & cash accepted in person at the address below

Mail or drop off fee:

City of Hampton
Parks & Recreation
Blackbeard Pirate Festival
22 Lincoln Street
Hampton, VA 23669